

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

DCI Group AZ, LLC

2. Registration Number

6278

3. Name of Foreign Principal

Alvaro Uribe through 31416 S.A.S.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 8/21/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI Group AZ, L.L.C. will provide communications and public affairs support to 31416 S.A.S. in support of its advocacy efforts regarding former President of Columbia Alvaro Uribe.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

DCI Group AZ, L.L.C. will provide communications and public affairs support to 31416 S.A.S. in support of its advocacy efforts regarding former President of Columbia Alvaro Uribe.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

DCI Group AZ, L.L.C. will provide communications and public affairs support to 31416 S.A.S. in support of its advocacy efforts regarding former President of Columbia Alvaro Uribe.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>December 11, 2020</u>	<u>Douglas Goodyear</u>	<u>/s/ Douglas Goodyear</u> eSigned
<u>December 11, 2020</u>	<u>Brian McCabe</u>	<u>/s/ Brian McCabe</u> eSigned
<u>December 11, 2020</u>	<u>Justin Peterson</u>	<u>/s/ Justin Peterson</u> eSigned
<u> </u>	<u> </u>	<u> </u>

AMENDMENT TO CLIENT SERVICES AGREEMENT

WHEREAS, 31416 S.A.S. ("Client") and DCI Group AZ, L.L.C. ("Consultant") (each a "Party" or collectively the "Parties") entered into a Client Services Agreement (the "Agreement") effective as of August 21, 2020 (the "Effective Date"); and

WHEREAS, effective December 1, 2020, the parties wish through this amendment (the "Amendment") to amend Section 4: Term of Agreement; and

WHEREAS, all capitalized terms not defined herein shall have the meaning set forth in the Agreement.

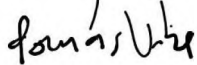
IT IS THEREFORE RESOLVED that the text in Section 4: Term of Agreement is deleted in its entirety and replaced with the following language:

"This Agreement shall become effective as of the Effective Date, and shall terminate on December 31, 2020. This Agreement can be extended if mutually agreed by the Parties, and the Terms and Conditions shall remain. Either Party may terminate this Agreement at any time for any reason, without penalty, providing thirty (30) days' advance written notice of termination to the other Party (a "Notice")."

Except to the extent amended by this Amendment, the Agreement shall remain unchanged and in full force and effect. This Amendment shall be deemed to have been made in the District of Columbia, and shall be construed and enforced in accordance with the laws of the District of Columbia, without reference to principles of conflicts of laws thereof. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Amendment shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Client and Consultant each represent that the individual signing this Amendment on its behalf has been and is duly authorized by all necessary and appropriate corporate or other action to execute this Amendment on behalf of Client and Consultant, respectively.


Each of the Parties hereby executes this Amendment as of the Effective Date.

31416 S.A.S.

By: 

Tomas Uribe Moreno
CEO
Carrera 35 #15 143
35 Palms, Floor 4
Medellin, Colombia

DCI Group AZ, L.L.C.

By: 

Justin Peterson
Managing Member
1828 L Street, NW
Suite 400
Washington, DC 20036

Client Services Agreement

This Client Services Agreement (hereinafter "Agreement") is made and entered into by 31416 S.A.S. ("Client") and DCI Group AZ, L.L.C. ("Consultant" and each a "Party" or collectively the "Parties") effective as of the later date on the signatory page below ("Effective Date").

WHEREAS, Consultant is engaged in the business of providing public affairs professional services to its clients (the "Services") and Client desires to engage Consultant to provide the Services.

THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant, intending to be legally bound, do hereby agree as follows:

Scope of Services, Performance and Term

1. Consultant Services:

Consultant shall assist and advise Client with respect to the Services set forth in this Agreement or other Services assigned by Client to Consultant in writing (with any such written assignments including, but not limited to email communications deemed "Work Orders" and made an integral part of this Agreement subject to all the terms and provisions herein).

2. Independent Contractor:

Consultant shall act solely as an independent contractor, not as an employee or agent of Client in performing the Services.

3. Compliance with Applicable Laws and Regulations:

Subject to the foregoing, Consultant shall render the Services in accordance with all applicable federal, state, local and international laws and regulations.

4. Term of Agreement:

This Agreement shall become effective as of the Effective Date, and shall terminate on November 30, 2020. The Agreement can be extended if is mutually agreed by the parties, and the Terms and Conditions shall remain. Either Party may terminate this Agreement at any time for any reason, without penalty, by providing thirty (30) days' advance written notice of termination to the other Party (a "Notice").

Fees and Expenses

5. Fees & Expenses:

- A. **Fees.** Client shall pay Consultant a fee of forty thousand dollars (\$40,000) per month for the Services (the "Fee"), pro-rated for partial months. Client agrees to pay Consultant the pro-rated Fee for August 2020 as well as the full monthly Fee for September promptly upon Client's execution of this Agreement as indicated by its signature below. Any additional fees to be paid by Client to Consultant shall be mutually agreed by the parties and will be memorialized in Work Orders.

- B. **Expenses.** Client shall reimburse Consultant for all out-of-pocket expenses, including, but not limited to travel-related expenses and fees associated with the requisite filings and reporting under the Foreign Agents Registration Act incurred by Consultant in rendering the Services ("Expenses"). Consultant shall provide Client a monthly budget of out-of-pocket expenses and Client shall approve it. Consultant shall inform Client any prospective deviation from budget before it is incurred and obtain Client approval.

On the first of each month, Consultant shall invoice Client for the Fee and Expenses incurred in the prior month and Client shall pay each invoice within thirty (30) days of the invoice date with the exception of the pro-rated fee for August 2020 and the full monthly Fee for September 2020 which Client shall pay promptly upon the execution of this Agreement.

- C. **Media Buys.** If media buys are part of the Services and the Parties agree it is desirable for Consultant to manage the media relationship and make payments to the ad agency or media outlet on behalf of Client, Consultant shall immediately invoice Client for any such media buys funded by Consultant. Client shall pay the invoice for media buys within ten (10) business days of the invoice date for amounts equal to or less than \$100,000. For those media buys funded by Consultant on behalf of Client for amounts that are greater than \$100,000, Client shall pay the invoice for media buys within three (3) business days of the invoice date. Any media buy shall be authorized by Client in written communication before it is purchased by Consultant.
- D. **Taxes.** Client will be billed and responsible for paying any federal, state or local taxes imposed on products or services delivered by Consultant, except taxes based upon Consultant's net income.

Client's mode of payment for all invoices shall be by electronic funds transfer or ACH transaction.

Confidentiality

6. Disclosure Prohibited:

"Confidential Information" or "CI" of a Party will mean information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the term of this Agreement that is not generally known by the public, whether in written form, computerized, or oral, including but not limited to a Party's operations, finances, research and other development efforts, strategies, methods, techniques, processes, procedures, or other aspects of its business, technical data or other data, compilations, source code or other software and financial data.

Receiving Party agrees that it will (i) hold in confidence and not disclose to any third party any CI of Disclosing Party, except as approved in writing by Disclosing Party; (ii) protect such CI with at least the same degree of care that Receiving Party uses to protect its own CI, but in no case, less than reasonable care; (iii) use the Disclosing Party's CI for no purpose other than the provision of Services under this Agreement; (iv) limit access to Disclosing Party's CI to those of Receiving Party's employees or authorized representatives having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) immediately notify Disclosing Party upon discovery of any loss or unauthorized disclosure of Disclosing Party's CI. The Parties agree that neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party. The obligation regarding the CI will remain during the Term of the Agreement and for 3 years after its termination.

7. Exceptions:

Receiving Party has no obligations under this Agreement with respect to any portion of Disclosing Party's CI if such Receiving Party can demonstrate with competent evidence that such portion (i) was in the public domain at the time it was communicated to Receiving Party by Disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to Receiving Party by Disclosing Party, through no fault of Receiving Party; (iii) was in Receiving Party's possession free of any obligation of confidence prior to the time it was communicated to Receiving Party by Disclosing Party; (iv) was rightfully communicated to Receiving Party free of any obligation of confidence subsequent to the time it was communicated by Disclosing Party; (v) was developed by employees or agents of Receiving Party independently of and without reference to any information communicated to Receiving Party by Disclosing Party; or (vi) was communicated by Disclosing Party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the above, Receiving Party may disclose Disclosing Party's CI, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Receiving Party gives Disclosing Party reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the CI so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

8. Injunctive Relief:

Receiving Party acknowledges that its use of CI for itself or on behalf of an entity or person other than Disclosing Party would cause irreparable harm to Disclosing Party. Without limitation, Receiving Party agrees that if Receiving Party should breach or threaten to breach Sections 6 and 7 of this Agreement (the "Confidentiality Provisions") Disclosing Party may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms by Receiving Party.

If, for any reason, any of these Confidentiality Provisions should be held invalid or otherwise unenforceable, it is agreed the court shall construe the pertinent term(s) or provision(s) so as to allow its or their enforcement to the maximum extent permitted by applicable law. Receiving Party agrees that any claim by the Disclosing Party of a breach of this Agreement by Receiving Party shall not prevent, or otherwise be a defense against, the enforcement of these Confidentiality Provisions.

Indemnification

9. Indemnification:

Each party agrees to indemnify (the "Indemnifying Party") and hold the other party (the "Indemnified Party") harmless from and against any claim or suit brought by a third party ("Third-Party Claim") and any and all costs, expenses (including reasonable attorneys' fees), losses, liabilities and damages ("Indemnified Damages") the other party may incur to the extent those Indemnified Damages are directly attributable to the negligence or misconduct of the Indemnifying Party, provided that the Indemnified Party promptly, and in any event within ten (10) business days, notifies the Indemnifying Party of any such Third-Party Claim, and provided further that failure to give such notification shall not affect the Indemnified Party's obligation to indemnify pursuant to this Section 9 except to the extent the Indemnifying Party has been adversely affected by such failure.

10. Defense of Claim:

In the event of a Third-Party Claim with respect to which the Indemnified Party may be entitled to indemnification under Section 9, the Indemnifying Party may elect to assume the defense of such Third-Party Claim with counsel selected by the Indemnifying Party, and the Indemnified Party shall cooperate in such defense as reasonably requested by the Indemnifying Party. If the Indemnifying Party

elects to assume the defense of such Third-Party Claim, the Indemnified Party shall have the right, at its own expense, to participate in the defense of such Third-Party Claim and employ counsel, at its own expense, reasonably acceptable to the Indemnifying Party, it being understood that the Indemnifying Party shall nonetheless control such defense. The Indemnifying Party shall not settle, compromise or discharge any Third-Party Claim without the Indemnified Party's written consent, such consent not to be unreasonably withheld or delayed, provided that the Indemnified Party shall agree to any such settlement, compromise or discharge that the Indemnifying Party recommends and that by its terms only requires the payment of money and releases the Indemnified Party from any further liability in connection with such Third-Party Claim. If the Indemnifying Party does not elect to assume the defense of such Third-Party Claim, then (i) the Indemnified Party shall timely and diligently defend such Third-Party Claim, and, in connection with such defense, the Indemnified Party shall (a) keep the Indemnifying Party apprised of all developments, including settlement offers, with respect to such Third-Party Claim and (b) permit the Indemnifying Party to participate at its own expense, but not control, in the defense of such Third-Party Claim; and (ii) failure by the Indemnified Party to timely and diligently defend such Third-Party Claim shall relieve the Indemnifying Party from all of its obligations under Section 9 with respect to such Third-Party Claim.

Non-Solicitation

11. Covenant Not to Hire or Solicit Employees:

Client agrees that during the term of this Agreement and for a period of one (1) year immediately following the termination thereof, Client shall not, directly or indirectly, hire any of Consultant's Employees or solicit any of Consultant's Employees for employment with Client or any other third party. "Employee," as used in this Agreement, shall mean any employee who is employed by Consultant at any time during the last six (6) months that Consultant provides Services to Client.

12. Injunctive Relief:

Client acknowledges that Consultant has invested considerable time and resources in training its Employees, the loss of which would cause irreparable harm to Consultant. If Client should breach or threaten to breach the terms and provisions in Section 11, Consultant may apply for the immediate entry of an injunction restraining any actual or threatened breaches or violations of said provisions or terms by Client.

If, for any reason, the terms and provisions in Section 11 of this Agreement should be held invalid or otherwise unenforceable, it is agreed the court shall construe the pertinent term(s) or provision(s) so as to allow its or their enforcement to the maximum extent permitted by applicable law. Any Consultant claimed breach of this Agreement by Client shall not prevent, or otherwise be a defense against, the enforcement of any terms and provisions or Client obligation herein. Client shall be responsible for all legal expenses and other costs actually incurred by Consultant in enforcing the terms and provisions of Section 13 or other Client obligations in this Agreement.

General Provisions

13. Entire Agreement:

This Agreement and any Work Orders and written acceptance of Work Orders by Consultant constitute the entire Agreement between the Parties and supersede all prior negotiations, communications, writings and understandings between the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only by a written amendment signed by both Parties.

14. Non-Assignment:

A Party shall not assign, sublicense, delegate, or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any other party or parties without the prior written consent of the other Party. Such prior written consent shall not relieve the Parties of any liability for the performance of this Agreement or any Work Order issued hereunder.

15. Severability:

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. Waiver:

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall any waiver of any breach of any provision by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.

17. Notices:

Any notices to be given hereunder by a Party to the other Party may be effected either by personal delivery in writing, by guaranteed overnight delivery, by mail, registered or certified, postage prepaid with return receipt requested or by electronic communication, such as Whatsapp. Mailed notices shall be addressed to the Parties at the addresses appearing at the end of this Agreement, but each Party may change the address upon written notice in accordance with this Section 17. Notices delivered personally, by mail, by electronic communication or by guaranteed overnight delivery will be deemed communicated as of the date of actual receipt.

18. Parties-in-Interest; Execution of Agreement:

There are no third party beneficiaries to this Agreement, and no third party may invoke any provision hereof in its defense or in advancing any grievance or position as against any other person or entity. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Client and Consultant, and the individuals executing this Agreement represent such individuals have been and are duly authorized by all necessary and appropriate corporate or other action to execute this Agreement on behalf of Client and Consultant, respectively. The Parties' signatures below indicate their respective understanding of, and concurrence with, all the terms and conditions of this Agreement.

19. Survivability of Provisions:

Sections 6-20 of this Agreement shall survive any termination or expiration of this Agreement.

20. Governing Law:

This Agreement or any Work Order(s) issued hereunder shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia without giving any force or effect to the provisions of any choice of law or conflict of law rules thereof. The Parties knowingly and voluntarily agree that any controversy or dispute arising out of or otherwise related to this Agreement shall be tried exclusively, without jury, in the Superior Court of the District of Columbia or in the United States District Court for the District of Columbia, as appropriate.

Each Party is signing this Agreement as of the dates indicated below.

CLIENT

By: 

Tomás Uribe Moreno

CEO

Carrera 35 #15 B 143

35 Palms, Floor 4.

Medellín, Colombia

Date: 08 / 20 / 2020

DCI Group AZ, L.L.C.

By: 

Justin M. Peterson

Managing Member

1828 L Street, NW

Suite 400

Washington, DC 20036

Date: 08 / 21 / 2020